

RFQ A12PS02441
Local Area Set Aside – State of North Dakota

Under FAR 12 and 13, the Bureau of Indian Affairs is advertising the following need:

Geologist Services (North Dakota)

CLIN	QTY	Description	Price Ea	Total
0001	2	Interim Report with 15 recommendations for testing		
0002	2	Final Report		
0003	2	Presentation of Findings		
0004	1	Travel NTE \$		

Travel

The contractor may be required to travel for the purposes of this study

Place of Performance

This contract will be performed in North Dakota on the Spirit Lake and Fort Berthold Indian Reservations.

Quoter Instructions

The contractor shall perform all services within one year from date of award. See statement of work below. The quote shall be firm-fixed price, identify RFQ A12PS02441 and shall be for EXACT MATCH ONLY, no deviations or partial quotes will be considered. Quotes will be evaluated by lowest price, technical acceptability. The quoter must address the minimum qualifications in a statement (including any resume and copy of degree) not to exceed 5 pages. The quoter shall provide an itemized estimate of travel mileage. The current Federal Travel Regulation authorized mileage rate can be found at: <http://www.gsa.gov/portal/content/100715>. The quoter's estimate is not a guarantee of travel reimbursement, rather a ceiling, as the government will only pay actual expenses.

To be determined technically acceptable the quoter must meet these minimum qualifications:

- 1. The contractor must have at least 5 years' experience assessing sand and gravel and clinker deposits in the northern plains region (eastern Montana, North Dakota, South Dakota, Nebraska).**
- 2. The contractor must have a degree in geology or other earth science related discipline (geophysics, hydrology, etc.).**
- 3. The contractor must be able to use and have the software and hardware to use GPS and GIS to make comprehensive maps of the study area(s) for the report.**

The quoter shall be registered with an active listing in the system for award management (SAM) <https://www.sam.gov/portal/public/SAM>.

This RFQ closes on 09/7/2012 at 2:00 PM EST. All questions must be submitted in writing. All quotes shall be submitted to:

Kelly Lael
Contract Specialist
Department of the Interior
Bureau of Indian Affairs
12220 Sunrise Valley Drive
Reston, VA 20191
O: (703) 390-6778
Kelly.lael@bia.gov

Email submission is preferred.

Geologist Services (North Dakota)

Statement of Work

The Division of Energy and Minerals Development (DEMD) is mandated under a trust responsibility to provide the best available technical advice to Indian landowners and to Bureau and Department personnel assisting Indian owners managing their mineral and energy resources. To perform that mission DEMD performs specialized collection and analysis of sand and gravel resources on Indian Lands.

DEMD provides technical assistance to Tribes in the assessment and development of their mineral resources. DEMD is tasked with analyzing the quality and estimating the quantity of mineral resources for the purpose of assisting the Tribe in maximizing the potential economic benefits to the Tribes.

Scope

The government has a need for a geologist to assess sand and gravel quality and quantity on the Spirit Lake Reservation and clinker deposits on the Fort Berthold Reservation, both located in North Dakota.

Tasks

Contractor Identification: When performing as contractor, the contractor shall identify themselves as contractors for the government both orally and in writing. In addition, all materials produced under contract must be labeled sufficiently to identify it as contractor produced materials. Under no circumstances shall the contractor state or imply that it is acting on behalf of the government.

The contractor shall assess, sample and write reports concerning the quality and quantity of sand and gravel and clinker deposits on the Spirit Lake and Fort Berthold Reservations in North Dakota. The contractor shall evaluate 30 locations total including 15 at each site for sand and gravel quality and quantity. The contractor shall submit the samples to a state-certified laboratory for quality evaluation. The sample quality shall be compared to state DOT standard specifications for sand and gravel as used for construction aggregate. The contractor shall assess the geologic potential for sand and gravel at each site based on the quality of the sample (as compared to state standard specifications) and his or her estimated volume of sand and gravel at each location. The contractor shall only assess land parcels where the mineral ownership is held in trust.

Project 1: Spirit Lake

Purpose

The Spirit Lake Tribe seeks to identify and develop sources for sand and gravel to meet the future needs on the Spirit Lake Reservation located in Benson and Eddy County, North Dakota. The ultimate goal of the Spirit Lake Tribe is to create and develop a new aggregate business in the region to provide quality sand, gravel and boulders to the federal, state and local highway system and tribal roads.

Need

Devils Lake, adjacent to the northern boundary of the reservation, has risen over the past 10 years and is considered to be in a 100 year flood cycle. The large body of water is projected to continue to grow and is projected to cover many local roads. State and Tribal highway projects in the area have become high priorities, and construction-grade sand and gravel development is needed to support this activity.

Tasks designed to meet purpose and need of the Tribe.

The contractor shall select up to 15 geologically-favorable sites to evaluate and the laboratory for the analyses, based on the contractor's understanding of North Dakota geology, published geologic maps, and land geomorphology. The contractor shall evaluate these initial sites by performing reconnaissance geological mapping.

The contractor shall perform reconnaissance geologic mapping by evaluating 1) the validity of the published geologic maps of the area at the site, and 2) the contractor's estimation of sand and gravel resource at the site.

Once the contractor has performed reconnaissance mapping on all the sites, the contractor shall select the most geologically-favorable sites on which to perform detailed geologic mapping, sampling, and testing. Up to 15 samples may be collected and analyzed. More than one sample may be taken at a location, but no more than 15 samples may be evaluated in total. Some locations may have no samples collected. The contractor shall consult with the government project manager during this decision making process; the government will approve in advance all selected sites for sampling.

The contractor shall collect the samples by 1) backhoe or by 2) existing exposure of the sand and gravel deposit in a road-, stream-, or other cut or exposure of the subsurface. The contractor shall transport (or arrange for the transportation of) the samples to a North Dakota state-certified lab for analysis.

The contractor shall perform detailed geologic mapping of each site selected for sample collection. The detailed geologic mapping shall include the generation of a geologic map, an estimation of sand and gravel minimum

thicknesses, and a description of the contractor's method of estimating the sand and gravel thickness. The contractor shall generate a stratigraphic column at each sample selection site.

The contractor's evaluation of every site, even those not selected for further evaluation, shall be included in the final report. All work performed on each site shall be included and used in the evaluation process.

The contractor shall compare the sample to the North Dakota state Department of Transportation (DOT) standard specifications for sand and gravel as used for construction aggregate. Each end-use of aggregate has a specification; for example, base course aggregate must meet some standards, while surface aggregate will need to meet different standard specifications. The more end-uses for which an aggregate can be used, the higher quality the aggregate. The contractor shall assess each sample for the following construction aggregate end-uses, the criteria for which are in "Standard Specifications for Road and Bridge Construction" by the North Dakota Department of Transportation:

1. Concrete
2. Permeable trench backfill
3. Aggregate for subgrade repair
4. Blended base course
5. Shoulder aggregate surface
6. Aggregate base
7. Permeable base aggregate
8. Temporary traffic surface aggregate
9. Aggregate surface
10. Asphalt hot mix aggregate: classes 27, 29, 31, 33
11. Chip seal: classes 41 through 43
12. Blotter sand
13. Sand seal

Measuring volume:

The contractor shall estimate the quantity (volume) of the aggregate by mapping the surface area of the deposit and estimating the thickness of the deposit. The contractor may estimate the thickness in a variety of ways:

- 1) by the depth of the gravel at the backhoe site where the sample(s) were collected,
- 2) by road, stream or other naturally occurring or man-made cuts into the earth in the vicinity of the deposit,
- 3) by reference to water (or other types of) well logs drilled in the vicinity,
- 4) by published geologic and engineering maps of the area, and/or
- 5) by using geological and geological engineering principals.

The contractor may use a different, industry-standard, method to estimate volume if desired. The contractor's methodology must be explained in the final report.

The contractor shall assess the geologic potential for sand and gravel at each site based on the quality of the sample (as compared to state standard specifications), his/her estimated volume of sand and gravel at each site, the distance to known areas of aggregate need (population centers, known roads projects), and accessibility (access and roads). The contractor shall then rank the sites based on a minimum of these four parameters. The contractor may add parameters if it feels it important to the understanding of the deposits.

The contractor shall only assess land parcels where the mineral ownership is held in trust. The contractor shall be given a map of areas where he or she may evaluate for sand and gravel. Escorted travel on the Reservation for the purpose of field evaluation is at the discretion of the Tribe. The government will provide points of contact after award.

Project 2: Fort Berthold

Purpose

The proposed study will seek to qualify and quantify sand and gravel and clinker deposits on the reservation with a comprehensive field mapping and sampling program that includes 1) detailed field mapping, 2) surface sampling and 3) subsurface sampling.

Need

The Fort Berthold Tribes need a greater understanding of their clinker deposits. Oil and Gas drilling on the reservation has skyrocketed within the last four years with the discovery of the Bakken unconventional oil play. Construction of drill pads and access roads is highly dependent upon local aggregate supplies; clinker as road armor lasts about one year before it needs to be reapplied. Sand and gravel is scarce in this area, and clinker is the best alternative for use in construction projects.

By 2013 it will be necessary to provide sufficient aggregate to supply over 200 5-acre well pads. Each of these drill pads also require access roads consisting of approximately two acres. The demand for aggregate in the area is increasing at an accelerated rate, and the Tribes feel that they may be able to capitalize with the development of their clinker deposits.

Tasks designed to meet purpose and need of the Tribe.

The contractor shall select up to 15 geologically-favorable sites to evaluate and the laboratory for the analyses, based on the contractor's understanding of North Dakota geology, published geologic maps, and land geomorphology. The contractor shall evaluate these initial sites by performing reconnaissance geological mapping.

The contractor shall perform reconnaissance geologic mapping by evaluating 1) the validity of the published geologic maps of the area at the site, and 2) the contractor's estimation of sand and gravel resource at the site.

Once the contractor has performed reconnaissance mapping on all the sites, the contractor shall select the most geologically-favorable sites on which to perform detailed geologic mapping, sampling, and testing. Up to 15 samples may be collected and analyzed. More than one sample may be taken at a location, but no more than 15 samples may be evaluated in total. Some locations may have no samples collected. The contractor shall consult with the government project manager during this decision making process; the government will approve in advance all selected sites for sampling.

The contractor shall collect the samples by 1) backhoe or by 2) existing exposure of the sand and gravel deposit in a road-, stream-, or other cut or

exposure of the subsurface. The contractor shall transport (or arrange for the transportation of) the samples to a North Dakota state-certified lab for analysis.

The contractor shall perform detailed geologic mapping of each site selected for sample collection. The detailed geologic mapping shall include the generation of a geologic map, an estimation of sand and gravel minimum thicknesses, and a description of the contractor's method of estimating the sand and gravel thickness. The contractor shall generate a stratigraphic column at each sample selection site.

The contractor's evaluation of every site, even those not selected for further evaluation, shall include all work performed on each site. All work performed on each site shall be included and used in the evaluation process.

The sample quality shall be determined by comparison with North Dakota state Department of Transportation (DOT) standard specifications for sand and gravel as used for construction aggregate. Each end-use of aggregate has a specification; for example, base course aggregate must meet some standards, while surface aggregate will need to meet different standard specifications. The more end-uses for which an aggregate can be used, the higher quality the aggregate. The contractor will assess each sample for the following construction aggregate end-uses, the criteria for which are in "Standard Specifications for Road and Bridge Construction" by the North Dakota Department of Transportation:

1. Concrete
2. Permeable trench backfill
3. Aggregate for subgrade repair
4. Blended base course
5. Shoulder aggregate surface
6. Aggregate base
7. Permeable base aggregate
8. Temporary traffic surface aggregate
9. Aggregate surface
10. Asphalt hot mix aggregate: classes 27, 29, 31, 33
11. Chip seal: classes 41 through 43
12. Blotter sand
13. Sand seal

Measuring volume:

The contractor shall estimate the quantity (volume) of the aggregate by mapping the surface area of the deposit and estimating the thickness of the deposit. The contractor may estimate the thickness in a variety of ways:

- 1) by the depth of the gravel at the backhoe site where the sample(s) were collected,

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- 2) by road, stream or other naturally occurring or man-made cuts into the earth in the vicinity of the deposit,
 - 3) by reference to water (or other types of) well logs drilled in the vicinity,
 - 4) by published geologic and engineering maps of the area, and/or
 - 5) by using geological and geological engineering principals.

The contractor may use a different, industry-standard, method to estimate volume if desired. The contractor's methodology must be explained in the final report.

The contractor shall assess the geologic potential for sand and gravel at each site based on the quality of the sample (as compared to state standard specifications), his/her estimated volume of sand and gravel at each site, the distance to known areas of aggregate need (population centers, known roads projects), and accessibility (access and roads). The contractor shall then rank the sites based on a minimum of these four parameters. The contractor may add parameters if it feels it important to the understanding of the deposits.

The contractor shall only assess land parcels where the mineral ownership is held in trust. The contractor shall be given a map of areas where he or she may evaluate for sand and gravel. Escorted travel on the Reservation for the purpose of field evaluation is at the discretion of the Tribe. The government will provide points of contact after award.

Deliverables, for both studies:

1.) FINAL REPORT

One report for each reservation, including the following (not necessarily in this order), shall be completed for the Government:

Introduction

- Description of Project
- Purpose of Study
- Location and Geographical Setting
- Scope of Work
- Who Performed Work

Background

- Previous Work
- Regional Geology
- State Specifications
- Historical Aggregate Production

Methodology

- Initial location selection
- Detailed-study location selection
- Selection of sample sites at each location
- Sampling methodology

- Laboratory analysis
- Resource Assessment Results
 - Initial location assessments
 - Detailed-study location assessments
 - Surface sampling
 - Sample sites
 - Field evaluation
 - Laboratory analysis
 - Sieve analysis
 - Los Angeles Abrasion and Uniform Hardness
 - [Magnesium/ Sodium] Sulfate Soundness
 - Specific Gravity and Absorption
- Resource Volume Estimates
 - Tonnage estimates
- Conclusions and Discussion
 - Resource Quality
 - Resource Quantity
- Recommendations
 - Evaluation location rankings
- References
- Appendices
 - Appendix A: State Specifications Used
 - Appendix B: Analyses performed on samples – raw data

In addition, the report shall include geological maps, maps of each site, location of all sample sites, and any other maps pertinent to this study. All raw data, digital data, and data collected during the process of this investigation shall be included in the report, and given as digital data to the government. Three hard copies of the report, with digital data included in the book on DVD or other acceptable digital media, shall be given to the Government.

2.) INTERIM REPORT

The contractor shall deliver an interim report to the contracting officer's representative within 60 days of award. The interim report shall include recommendations for the 30 suggested sites.

3.) PRESENTATION OF FINDINGS

The contractor shall present its findings directly to the Tribal Council of the respective Reservation, accompanied by the government project manager. The presentation must be onsite. The presentation may include electronic slides. The slides should be included to the government with the

Terms and Conditions

The following clauses are included by reference:

52.212-1 Instructions to Offerors—Commercial Items (June 2008)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2011)

52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2012)

The following clauses are included in full text:

CONTRACTING OFFICER'S AUTHORITY:

The contracting officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United State in its contractual relationships. Accordingly, the contracting officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, **the contracting officer is the only person authorized to approve changes to any of the requirements under this contract**, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the contracting officer.

Contracting Officer's Representative (COR)

The contracting officer may designate in writing other government personnel, known as the COR, to act as his or her technical representative for contract administration functions which do not involve changes to the scope, performance, price, schedule, or terms and conditions of the contract. Specifically, the COR may call meetings with customers, end-users, or clients, and approve invoices. The COR may provide intermittent technical direction. Technical direction includes:

- Direction to the contractor which assists the contractor in accomplishing the statement of work.
- Comments on and approval or disapproval of reports or other deliverables.

According to FAR 1.602-2, the COR may be personally liable for unauthorized acts. The COR will be identified in the award documentation. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(end of article)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2012).

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- ___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
- ___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (11) [Reserved]
- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

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- ___ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- ___ (25) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- _X_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- _X_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- _X_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- _X_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

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- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (Nov 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- ___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services (NOV 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

INDIAN PREFERENCE -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small

business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

INDIAN PREFERENCE PROGRAM -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will:

1. maintain liaison with the Government and Tribe(s) on Indian preference matters;
2. supervise compliance with the provisions of this clause; and
3. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

1. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
2. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
3. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
4. a representation to be completed by the bidder or offeror that it is an Indian organization or

Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

1. the names and addresses of all Indians seeking employment for each employment position available under this contract;
2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;

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3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
 4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
 5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
 6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

Invoices

Monthly invoices are authorized. Invoices shall be submitted *either* in hardcopy by mail or fax to:

**Attention: Accounting Specialist
BIA-Division of Fiscal Services
12220 Sunrise Valley Drive
Reston, Virginia 20191
Fax: 703-390-6570**

Or by email to the following:

A-H Jason Plossl jason.plossl@bia.gov; 703.390.6508
I-Q Delinda Fisher delinda.fisher@bia.gov; 703.390.6446
R-Z Daina Hewlett daina.hewlett@bia.gov; 703.390.6425

In addition a copy of the invoice(s) shall also be sent via email to the CO and COR (to be supplied at the time of award).

The BIA will return all improper invoices without action.

(a) Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act.

(b) Payment due date:

- (1) Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of
- (i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (ii) The date tasks are formally accepted by the Government.

(2) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

Invoices shall be submitted in original to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number, or authorization for delivery of property or performance of services;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Other substantiating documentation or information as required by the contract; and,
- (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

(end of procedure)

Reporting Matters Involving Fraud, Waste and Abuse

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in BIA funded programs is encouraged to report such matters to the DOI Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-424-5081**.

All telephone calls will be handled confidentially. One may also fill out an online form at <http://www.doioig.gov/hotline>. Additionally the IG may be contacted through its mailing address:

U.S. Department of the Interior
Office of Inspector General
1849 C Street NW - Mail Stop 4428
Washington, D.C. 20240

Travel

Contractor staff may be required to travel in support of this purchase order. The following shows the location(s) to which travel may occur:

Spirit Lake and Fort Berthold Indian Reservations.

Contractor staff are authorized round-trip mileage for personally owned vehicles the Federal Travel Regulations. Current authorized rates can be found at:

<http://www.gsa.gov/portal/content/100715>

The contractor shall submit receipts with the invoice for actual mileage.